

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.9688 of 2023

Arising Out of PS. Case No.-249 Year-2022 Thana- SAMASTIPUR COMPLAINT CASE
District- Samastipur

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LAKSHMAN MAHTO S/O JIBACHHA MAHTO R/v- Raipur, Ward No.-
19, P.S.- Sarai Ranjan, District- Samastipur (Bihar)

... .. Petitioner/s

Versus

1. The State of Bihar
2. GITA KUMARI W/O LAXAN MAHTO D/O DEVENDRA MAHTO R/o
village and post- Saidpur Kanua, District- Samastipur (Bihar)

... .. Opposite Party/s

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Appearance :

For the Petitioner/s :	Mr. Subodh Kumar, Advocate
For the Opposite Party/s :	Mr. Nawal Kishore Prasad, A.P.P.
	Mr. Dilip Kumar Roy, Advocate

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CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

3 03-08-2023 Heard learned counsel for the parties.

2. The petitioner who is husband of opposite party
No. 2 apprehends arrest in a case registered for the offences
punishable under Sections 323, 147, 149, 120(B), 448, 302,
498(A)/34 of the Indian Penal Code and Section 3/4 of the
Dowry Prohibition Act.

3. Learned counsel for the petitioner submits that the
petitioner offers and undertakes that he is ready to give
maintenance amount of Rs. 2500/- per month, starting from this
month, to opposite party No. 2.

4. In view of the undertaking of learned counsel for
the petitioner that petitioner is ready to give maintenance



amount of Rs. 2500/- (two thousand five hundred) per month, in the event of arrest/surrender within a period of six weeks from today, let the above-named petitioner be enlarged on bail on furnishing bail bond of Rs. 10,000/- (ten thousand) with two sureties of the like amount each to the satisfaction of Sub-Divisional Judicial Magistrate, Samastipur in connection with Complaint Case No. 249 of 2022, subject to the conditions laid down under section 438(2) of the Code of Criminal Procedure as well as on the following conditions:-

‘(1) Opposite party No. 2 would file an affidavit before the court below and bring on record her savings bank account number for its communication to the petitioner.

(2) Petitioner would deposit the aforesaid maintenance amount per month in the savings bank account of the opposite party No. 2.

(3) In case, the petitioner fails to deposit the maintenance amount for two consecutive months, the court below would be at liberty to cancel the bail-bond.

(4) The aforementioned payment will be subject to any order passed in matrimonial, maintenance or connected proceedings. The present order, in no way, will preclude the parties to resolve the issue otherwise.’

(Prabhat Kumar Singh, J)

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